

**Arrangement Between the**  
**DEPARTMENT OF ENERGY OF THE UNITED STATES OF AMERICA**  
**‘and the**  
**MINISTRY OF SCIENCE AND TECHNOLOGY OF THE REPUBLIC OF KOREA**

Concerning Research and Development  
ill  
Nuclear Material Control, Accountancy, Verification,  
Physical Protection, and Advanced Containment and Surveillance Technologies,, ,  
for  
International Safeguards Applications

The Department of Energy of the United States of America (DOE) and the Ministry of Science and **Technology** of the Republic of Korea (hereafter called “the Parties”), to facilitate implementation of the Agreement for Cooperation between the Government of the Republic of Korea and the Government of the United States of America concerning civil uses of Atomic Energy entered into force on March 19, 1973, as amended in June 16, 1974, sharing a desire to cooperate in research, development, testing, training and evaluation of **technology**, equipment, and procedures in order to improve **nuclear** material control, accountancy, verification, physical protection and advanced containment and **surveillance** technologies for **international** safeguards applications, hereby agree as follows:

**ARTICLE 1**

Cooperation between the Parties shall be directed at improving the efficiency and effectiveness of equipment and techniques for safeguards to implement policies and procedures pursuant to the Treaty on the Non-Proliferation of Nuclear Weapons of July 1, 1968.

## ARTICLE 2

Cooperation under this Arrangement may include but is not limited to:

- 2.1 Exchange of information, equipment, funding, or personnel.
- 2.2 Exchange or loan of materials, equipment, and components for evaluation and testing.
- 2.3 Joint projects for research, development, testing, training, and evaluation with respect to nuclear material control, accountancy, verification, physical protection- and advanced containment and surveillance technologies, techniques, or procedures.

## ARTICLE 3

- 3.1 A Permanent Coordinating Group shall be established, with each Party designating two officials to serve as coordinators, to supervise the implementation of this Arrangement. As mutually agreed, the Permanent Coordinating Group shall meet to evaluate all aspects of the cooperation under this Arrangement. These meetings shall be held alternately in the United States and the Republic of Korea
- 3.2 All cooperative activities to be carried out under this Arrangement shall be approved and monitored by the Permanent Coordinating **Group**. Each cooperative activity shall be described in a document defined as an Action Sheet each of which shall be approved by the Permanent Coordinating Group in writing and shall be annexed to this Arrangement.
- 3.3 Technical management of the cooperation under this Arrangement shall be carried out by project leaders designated by the coordinators. Project leaders shall be responsible for the working contacts between the Parties in their respective areas of cooperation.

## ARTICLE 4

The **following** provisions shall apply concerning exchanges of equipment pursuant to this Arrangement:

- 4.1 'By mutual agreement, a Party may provide equipment to be utilized in a joint activity. **In** such cases, the sending Party shall supply, as soon as possible, a detailed **list** of the equipment to be provided, together with the 'relevant specifications and appropriate technical and **informational** documentation related to use, maintenance, and repair of the equipment.

- 4.2 Title to the equipment and necessary spare parts supplied by the sending Party for use in joint activities shall remain in the sending Party, and the property shall be returned to the sending Party upon completion of the joint activity, unless otherwise agreed.
- 4.3 Equipment provided pursuant to this Arrangement shall be brought into operation at the host establishment only by mutual agreement between the Parties.
- 4.4 The host establishment shall provide the necessary premises for the equipment, shall provide for utilities such as electric power, water and gas, and normally shall provide materials to be tested, in accordance with technical requirements determined by the Parties by mutual agreement.
- 4.5 The responsibility and expenses for the transport of equipment and materials from the United States by plane or ship to an authorized port of entry in the Republic of Korea convenient to the ultimate destination, as well as responsibility for safekeeping and insurance en route, shall rest with DOE.
- 4.6 The responsibility and expenses for the transport of equipment and materials from the Republic of Korea by plane or ship to an authorized port of entry in the United States convenient to the ultimate destination, as well as responsibility for safekeeping and insurance en route, shall rest with the Ministry of Science and Technology.
- 4.7 Equipment provided pursuant to this Arrangement for use in joint activities shall be considered to be scientific, not having a commercial character, and each Party shall make its best effort to obtain duty free entry.

## ARTICLE 5

The following provisions shall **apply** concerning exchanges of personnel under this Arrangement:

- 5.1 Whenever an exchange of personnel is contemplated, each Party shall select adequate personnel with skills and competence necessary to conduct the activities planned under this Arrangement. Each such exchange of personnel shall be mutually **agreed in** advance by an exchange of letters between the Parties, referencing this Arrangement and its pertinent intellectual property provisions.
- 5.2 Each Party shall be responsible for the salaries, insurance, and allowances to be paid to its staff or its contractors.
- 5.3 Each Party shall **pay** for the travel and living expenses of its staff or its **contractors** when staying at the establishment of the host Party, unless otherwise agreed.

- 5.4 Each Party shall arrange for adequate accommodations for the other Party's staff or its contractors (and their families) on a mutually agreeable, reciprocal basis.
- 5.5 Each Party shall provide all necessary assistance to the staff of the other Party *or* its contractors as regards administrative formalities.
- 5.6 The staff of each Party or its contractors shall conform to the general rules of work and safety regulations in force at the host establishment.,

## ARTICLE 6

The treatment of intellectual property created or furnished in the course of the cooperative activities under this Arrangement shall be governed by the Annex to this Arrangement, which forms an integral part of this Arrangement.

## ARTICLE 7

Unless otherwise agreed, all costs resulting from cooperation pursuant to this Arrangement shall be the responsibility of the Party that incurs them. The ability of the Parties to carry out their obligations is subject to the appropriation of funds by the appropriate governmental authority and to laws and regulations applicable to the Parties.

## ARTICLE 8

- 8.1 All information or equipment transmitted by one Party to the other Party under this Arrangement shall be appropriate and accurate to the best knowledge and belief of the transmitting Party; but neither Party warrants the appropriateness of equipment nor its suitability for any particular use or application by either Party or by any third party.
- 8.2 Information or equipment developed jointly by the Parties shall be appropriate and accurate to the best knowledge and belief of both Parties.

## ARTICLE 9

Responsibility for the payment of compensation to third parties for damages arising out of the performance of this Arrangement shall be in accordance with the laws of the countries of the Parties.

## ARTICLE 10

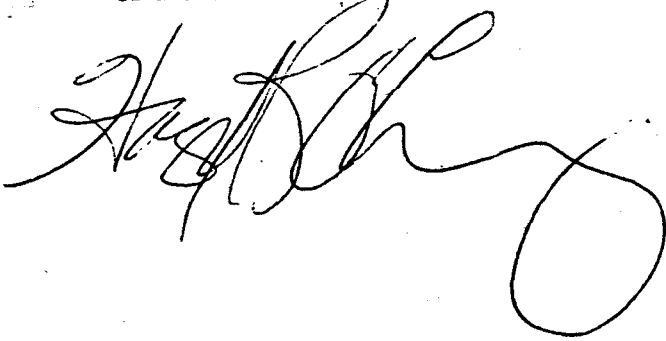
All questions related to the interpretation or application of this Arrangement shall be settled by the Parties by mutual agreement.

## ARTICLE 11

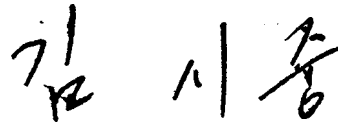
This Arrangement shall enter into force upon signature and shall remain in force for five (5) years. This Arrangement may be modified or extended by mutual written agreement of the Parties. This Arrangement may be terminated upon one (1) year advance notification, in writing, by the Party seeking to terminate. Such termination shall be without prejudice to any rights and interests which may have accrued under this Arrangement to either Party up to the date of termination.

DONE AT *Vienna* this *19<sup>th</sup>* day of *September*, 1994.  
in duplicate in the English language. A Korean language text shall be prepared which, shall be considered equally authentic upon an exchange of diplomatic notes confirming its conformity with the English language text.

For the Department of Energy  
of the United States of America:



For the Ministry of Science and  
Technology of the Republic of Korea:



## ANNEX - INTELLECTUAL PROPERTY

### I. GENERAL

- A. For purposes of **this** Arrangement, “intellectual property” is understood to have the meaning found in Article 2 of the Convention Establishing the World Intellectual Property **Organization**, done at Stockholm, July 14, 1967.
- B. The Parties shall ensure adequate and effective protection of intellectual property created or furnished under this Arrangement and relevant implementing arrangements thereunder.

### II. COPYRIGHTS

Disposition of rights to copyright protected works created in the course of the cooperative activities under this Arrangement shall be determined ~~int~~ **in** the relevant implementing arrangements. The parties to the cooperative activities concerned shall take the appropriate steps to secure copyright to works created in the course of cooperative activities under this Arrangement in accordance with the national laws and regulations of the respective countries. x

### III. INVENTIONS

- A. For the purpose of this Annex, “invention” means any invention made in the course of a program of cooperative activity under this Arrangement or implementing arrangements thereunder which is or may be patentable or otherwise protectable under the laws of the United States of America, the Republic of Korea, or any third country.
- B. Between a Party and its nationals, the ownership of rights and interests in inventions shall be determined in accordance with that Party’s national laws, regulations and practices.
- C. **As** to an invention made under this Arrangement or its implementing arrangements, the parties to the cooperative activity concerned shall take the appropriate steps to secure rights to implement the following:
  - 1. If the invention is made as a result of a program of cooperative \*activity that involves only the transfer or exchange of information between the parties, such as by joint meetings, seminars, or the exchange of technical reports or papers, unless otherwise provided in an applicable **implemen enting** arrangement:
    - a. **The** party whose personnel make the invention (“the Inventing Party”) has the right to obtain all rights and interests in the invention in all countries;

- b. In any country where the Inventing Party decides not to obtain such rights **and** interests, the other party has the right to do so.
  - 2. If the invention is made by personnel of one **Party** ("the Assigning Party") while assigned to the other Party ("the Receiving Party") in the course of a program of cooperative activity that involves only the visit or exchange of scientific and technical personnel, and;
    - a. **In** the case where the Receiving Party is expected to make a major and substantial contribution to the cooperative activity:
      - i. The Receiving Party has the right to obtain all rights and interests in the invention in all countries; and
      - ii. In any country Where the Receiving Party decides not to obtain such rights and interests, the Assigning Party has the right to do so.
    - b. In the case where the provision in subparagraph (a) above is not satisfied:
      - i. The Receiving Party has the right to obtain all rights and interests in the invention **in** its own country and in third countries;
      - ii. The Assigning Party has the right to obtain all rights and interests in the invention in its own country; and
      - iii. In any country where one Party decides not to obtain such rights and interests, the **other** Party has the right to do so.
- D. Specific **arrangements** involving other forms of cooperative activities such as joint research projects with an agreed scope of work, shall provide for the mutually **agreed** upon disposition of rights to an invention made as a result of such activities on an equitable basis.
- E. Notwithstanding the foregoing, if an **invention is** of **a type** for which exclusive rights are available under the laws of one Party but not of the other Party, the Party whose laws provide for exclusive rights **shall** be entitled to all rights to such invention in its own territory and in third countries. Persons named **as** inventors of property shall nonetheless be entitled to a share of royalties earned by either institution from the licensing of the property. The parties to the cooperative activities may agree, however, to a different allocation of rights to such an invention.

- F. The Inventing Party shall disclose the **invention** promptly to the *other* Party together with any documentation and information necessary to enable the other Party to establish any rights to which it may be entitled. The Inventing Party may ask the other Party in writing to delay publication or public disclosure of such documentation or information for the purpose of protecting its rights related to the invention. Unless otherwise specifically agreed in writing, such restriction shall not exceed a period of six months from the date of such communication. Communication shall be made through the competent government agencies or as otherwise designated in the relevant implementing agreements.

#### IV. BUSINESS CONFIDENTIAL INFORMATION

- A. For the purpose of this Annex, “business-confidential information” means any know-how, technical data, or technical, commercial, or **financial** information that meets all of the following conditions:
1. It is of a type customarily and intentionally held in confidence for commercial reasons;
  2. It is not generally known or publicly available from their sources;
  3. It has not been previously made available by the owner to others without an obligation concerning its confidentiality; and
  4. It is not already in the possession of the recipient without an obligation concerning confidentiality.
- B. Business-confidential information should be furnished or, when created in the course of cooperative activities under this Arrangement, transferred by mutual written agreement of the parties **to** the cooperative activity concerned.
- C. All business-confidential information shall be given full protection in accordance with the laws and regulations of the respective countries. Any information to be protected as “business-confidential information” shall be appropriately identified, before it is furnished in the course of cooperative activities or immediately upon being created, by the Party furnishing such information or asserting that it is to be protected. Unidentified information will be assumed not to be information *to* be protected, except that a party to the cooperative activity may notify the other party in writing, within a reasonable period of time after furnishing or transferring such information, that such information should be protected as “business-confidential information.”



## V. OTHER FORMS OF INTELLECTUAL PROPERTY

“Other forms of intellectual property” means any intellectual property created under this Arrangement other than inventions or works of authorship and includes, for example, mask works; Rights to other forms of intellectual property shall be **determined** in the same manner as for inventions, i.e., Article **III**, paragraphs B-D of this Annex. If intellectual property is of a type for which protection is available under the laws of one Party but not of the other Party, the Party whose laws provide such protection shall be entitled to all rights in such intellectual property in its own territory and in third countries. Persons named as inventors of property shall nonetheless be entitled to a share of royalties earned by either institution from the licensing of the property. The Parties to the cooperative activities may, however, agree to a different allocation of rights to such intellectual property.

## VI. MISCELLANEOUS

- A. Each party to the cooperative activity shall take all necessary and appropriate steps to provide for the cooperation of its authors, inventors, and discoverers which is required to carry out the provisions of this Annex.
- B. Each party to the cooperative activity shall assume the responsibility to pay nationals of its country or its personnel such awards or compensation as may be in accordance with the laws and regulations of its country. This Annex does not create any entitlement or prejudice any right or interest of the authors or inventors or discoverers to an award or compensation for their works, inventions or discoveries,
- C. Disputes on the intellectual property arising between the parties to a cooperative activity under this Arrangement shall be resolved through discussions between **the** parties directly concerned. **If** disputes cannot be resolved by those parties, they shall be settled through consultations with the Parties.

## VII. EFFECT OF TERMINATION OR EXPIRATION

Termination or expiration of this **Arrangement** shall not affect rights or obligations under this Annex.

## VIII. APPLICABILITY

This Annex shall be applied to all **coop**erative activities undertaken pursuant to this Arrangement, except as otherwise specifically agreed by the parties to the cooperative activities.